

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

THOMAS RETZLAFF, §
§
Plaintiff, §
§
v. § CIVIL ACTION NO.
§ 5-06-cv-00738-XR
BRENT WILSON, CHOICEPOINT §
SERVICES, INC., ROBERT FAITH, §
STACEY HUNT, JOHN and/or JANE §
DOE, and GREYSTAR REAL ESTATE §
PARTNERS, LLC, §
§
Defendants.

JOINT REPORT ON RULE 26(f) CONFERENCE

The parties submit this joint report in accordance with this Court's Order to Conduct Rule 26(f) Conference.

1. Factual and Legal Description of the Case

Plaintiff's submission:

Plaintiff would refer the parties to the factual & legal allegations outlined within plaintiff's petition. Plaintiff argues that state court is the proper forum for the adjudication of these claims.

Defendants' submissions:

A. ChoicePoint:

Defendant ChoicePoint denies Plaintiffs allegations. ChoicePoint further asserts that all of Plaintiffs' state law claims are preempted under the Fair Credit and Reporting Act.

B. Brent Wilson

Mr. Wilson asserts that no basis for personal liability has been asserted, as Mr. Wilson was acting entirely within the course and scope of his employment.

C. Greystar Real Estate Partners, LLC

Greystar Real Estate Partners, L.L.C., is an improperly named party, as the real party in interest is GREP South, L.P., a Delaware Limited Partnership. GREP South, L.P., a Delaware Limited Partnership, has as its General Partner, GREP General Partner, L.L.C., whose managing

member is Greystar Real Estate Partners, L.L.C. Defendant GREP South, L.P., a Delaware Limited Partnership's sworn pleading on file with the court establishes that Greystar Real Estate Partners, L.L.C., is not liable in the capacity in which it was served. Moreover, GREP South, L.P., a Delaware Limited Partnership, denies any liability to Plaintiff.

2. Participants

The following counsel participated in the Rule 26(f) conference on October 30, 2006:

Plaintiff, Thomas Retzlaff, is acting *pro se* in this matter.

Representing Brent Wilson and ChoicePoint: Robert T. Mowrey, C. Don Clayton and Jason R. Marlin of Locke Liddell & Sapp LLP.

Representing Robert Faith: Robert Faith has not been served in this matter and did not participate.

Representing Stacey Hunt: Stacey Hunt has not been served in this matter and did not participate.

Representing Greystar: Representing GREP South, L.P., a Delaware Limited Partnership: David Fritsche of the Law Offices of R. David Fritsche, 921 Proton Rd., San Antonio, TX 78258.

3. Disclosures

The parties have agreed to make all initial disclosures by November 13, 2006.

4. Anticipated Discovery

A. **Plaintiff:**

Plaintiff anticipates serving written discovery upon Wilson & ChoicePoint regarding exactly how they obtained the information within the report, what procedures are used to ensure accuracy, how disputes are to be handled, what steps are taken internally to ensure that the defendants are in complete compliance with the FCRA, what the relationship is between these defendants and defendant Greystar, and past lawsuits alleging the same or similar conduct. Plaintiff anticipates taking the oral depositions of all ChoicePoint employees that were involved in: (1) initially finding the information that is contained in the report; (2) were responsible for checking this information for accuracy prior to it being placed within your database; (3) developing the procedures that were used in the above; (4) responsible for ensuring that the procedures were being properly followed; (5) people involved in implementing FCRA compliance training within ChoicePoint; (6) the hiring, training, supervision, and retention of Wilson and any and all employees that were involved in the above (1) – (6); and, (7) establishing the relationship between ChoicePoint and Greystar. Plaintiff anticipates oral depositions of all Greystar employees – to include any temporary employees, that were employed at The San Miguel apartments in San Antonio at the time of the incidents in question (June, July & August 2006), as well as those responsible for training and supervision of their property management

employees. This includes people from the prior management company who may have made agreements with the plaintiff for which Greystar was bound to keep under the terms of their contract when they took over management of the property from the first management company. Also included would be depositions of all property residents (and prospective residents) who were present during the times in question and who may have witnessed what took place between Retzlaff and the Greystar employees. Plaintiff intends to conduct written discovery upon Greystar so as to discover the identities of these employees and temporary workers, as well as residents and prospective residents, and what agreements were made during the switch off between the two management companies regarding assumption of contracts, liabilities, and the like. Plaintiff will conduct discovery regarding Greystar hiring, employment, training, supervision, and retention policies, as well as on FCRA issues. Plaintiff plans on conducting discovery on third-parties regarding past claims of misconduct involving ChoicePoint, its consumer credit reports, and FCRA issues, as well as third-party discovery regarding Greystar's leasing practices.

Plaintiff, of course, reserves the right to modify the above as facts and circumstances dictate.

B. ChoicePoint:

ChoicePoint anticipates serving written discovery regarding the truthfulness of Plaintiffs' identity theft. ChoicePoint anticipates the deposition of Plaintiff. ChoicePoint also anticipates the discovery of various law enforcement officers and creditors who have had prior dealings with Plaintiff.

C. Brent Wilson

Mr. Wilson anticipates serving written discovery regarding the truthfulness of Plaintiffs' identity theft. Mr. Wilson anticipates the deposition of Plaintiff. Mr. Wilson also anticipates the discovery of various law enforcement officers and creditors who have had prior dealings with Plaintiff.

D. Greystar Real Estate Partners, LLC

GREP South, L.P., a Delaware Limited Partnership, anticipates serving written discovery upon Plaintiff regarding the truthfulness of Plaintiffs' identity theft claims, contention interrogatories regarding Plaintiff's claims and requests for production of relevant documentation. GREP South, L.P., a Delaware Limited Partnership, anticipates taking the deposition of Plaintiff. GREP South, L.P., a Delaware Limited Partnership, also anticipates directing written discovery to various law enforcement officers and agencies and creditors who have had prior dealings with Plaintiff.

5. Completion of Discovery

A. Plaintiff:

Plaintiff asserts that all discovery should be completed by May 1, 2007, assuming everything works out the way that it is supposed to.

B. ChoicePoint:

ChoicePoint asserts that all discovery should be completed by May 1, 2007.

C. Brent Wilson

Mr. Wilson asserts that all discovery should be completed by May 1, 2007.

D. Greystar Real Estate Partners, LLC

GREP South, L.P., a Delaware Limited Partnership, asserts that all discovery should be completed by May 1, 2007.

6. Discovery Limitations

A. Plaintiff:

Mr. Retzlaff does not believe that any changes should be made in the limitations on discovery under the rules.

B. ChoicePoint:

ChoicePoint does not believe that any changes should be made in the limitations on discovery under the rules.

C. Brent Wilson

Mr. Wilson does not believe that any changes should be made in the limitations on discovery under the rules.

D. Greystar Real Estate Partners, LLC

GREP South, L.P., a Delaware Limited Partnership, does not believe that any changes should be made in the limitations on discovery under the rules.

7. Additional Rule 16 and/or 26 Orders

A. Plaintiff:

Plaintiff does not believe that any orders under Rule 26(c) or Rule 16(b), (c) are necessary.

B. ChoicePoint:

ChoicePoint does not believe that any orders under Rule 26(c) or Rule 16(b), (c) are necessary.

C. Brent Wilson

Mr. Wilson does not believe that any orders under Rule 26(c) or Rule 16(b), (c) are necessary.

D. Greystar Real Estate Partners, LLC

GREP South, L.P., a Delaware Limited Partnership, does not believe that any orders under Rule 26(c) or Rule 16(b), (c) are necessary.

Plaintiff:



Thomas Retzlaff

Representing ChoicePoint Services, Inc. and Brent Wilson:



Robert T. Mowrey
C. Don Clayton
Jason R. Marlin
Locke Liddell & Sapp LLP
2200 Ross Avenue #2200
Dallas, Texas 75201
Telephone: 214/740-8000
Facsimile: 214/740-8800

Representing GREP South, L.P., a Delaware Limited Partnership:



R. David Fritsche
Law Offices of R. David Fritsche
921 Proton Rd
San Antonio, TX 78258
(210) 227-2726
Facsimile: (210) 227-5550

With
permission

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on this the 7th day of November, 2006 on the following counsel of record, via certified mail, return receipt requested:

Thomas C. Retzlaff
Pro se
P. O. Box 92
San Antonio, TX 78291-0092
(210) 317-9800 (Telephone)
(210) 521-9146 (Telecopy)

David Fritsche
921 Proton
San Antonio, Texas 78258
(210) 227-2726 (Telephone)
(210) 227-5500 (Telecopy)
Attorney for GREP South, L.P., a Delaware Limited Partnership



Handwritten signature of Jason Marlin, consisting of stylized initials and a surname.

Jason Marlin